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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

October 2, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of September 29, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Amended and Restated Locomotive Loan and Security Agreement which was previously filed with the Commission under Recordation Number 16904-A.

The names and addresses of the parties to the enclosed document are:

Assignor: Mellon Leasing Corporation  
(f/k/a Mellon Financial Services  
Corporation #3)  
One Mellon Center, Suite 4444  
Pittsburgh, PA 15258

Assignee: PNC Leasing, LLC  
Two PNC Plaza, 13<sup>th</sup> Floor  
Pittsburgh, PA 15222

A description of the railroad equipment covered by the enclosed document is:

9 locomotives GTW 4609 - 4617, 8 locomotives GTW 6221 - 6228, 1 locomotive GTW 5725 and 2 locomotives CV 5800 - 5801

16904-G

Mr. Vernon A. Williams  
October 2, 2000  
Page Two

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement from Mellon Leasing Corporation, Assignor, to PNC Leasing, LLC, Assignee, covering 9 locomotives GTW 4609 - 4617, 8 locomotives GTW 6221 - 6228, 1 locomotive GTW 5725 and 2 locomotives CV 5800 - 5801.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

## MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this 29<sup>th</sup> day of September 2000, is made by Mellon Leasing Corporation (f/k/a Mellon Financial Services Corporation #3), a Pennsylvania corporation, with an address at Suite 4444, One Mellon Center, Pittsburgh, Pennsylvania 15258-0001 (the "**Seller**"), and PNC Leasing, LLC, a Delaware limited liability company, with an address at Two PNC Plaza, 13<sup>th</sup> Floor, Pittsburgh, PA 15222 ("**Purchaser**", and together with Seller, the "**Parties**").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Seller and Purchaser entered into that certain Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") dated as of the date hereof;

WHEREAS, under the Assignment and Assumption Agreement, Seller assigned and Purchaser assumed all of Seller's present and future rights, obligations and interest in, to and under the Transaction Documents (as defined in the Assignment and Assumption Agreement), including but not limited to, the all of the right, title, and interest of the "Lender" under that certain Amended and Restated Locomotive Loan and Security Agreement, dated as of September 28, 1990, between Meridian Trust Company, as Owner Trustee, and Chase Manhattan Service Corporation, as Lender, which Restated Locomotive Loan and Security Agreement was filed with the Interstate Commerce Commission (the "**ICC**") on February 7, 1991, and assigned Recordation Number 16904-A, as assigned to Mellon Leasing Corporation pursuant to an Assignment and Assumption Agreement, dated as of December 28, 1990, filed with the ICC on February 7, 1991, and assigned Recordation Number 16904-C, relating following rebuilt diesel electric locomotives:

Type	Quantity	Road Numbers -Both Inclusive
GP-9	9	GTW 4609 - 4617
GP 38-2	8	GTW 6221 - 6228/
GP 38-2	1	GTW 5725
GP 38	2	CV 5800 - 5801

WHEREAS, the Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument Seller hereby assigns to Purchaser the Lease and the related Transaction Documents, in accordance with the terms and conditions of the Assignment and Assumption Agreement, and Purchaser accepts such assignment in accordance with the terms and conditions of the Assignment and Assumption Agreement, which are incorporated by reference as if fully set forth herein.

RECORDATION NO. 16904-G FILED

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September 29, 2000 8:58 AM

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

**MELLON LEASING CORPORATION**

By:   
Name: Michael F. Marks  
Title: Vice President

**PNC LEASING, LLC**

By:   
Name: Michael J. Woodring  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

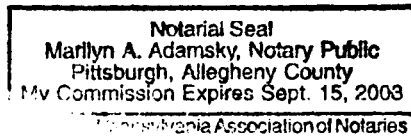
On this 29 day of September 2000 before me personally appears Michael F. Marks, to me personally known, who by me duly sworn, says that he is the Vice President of MELLON LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marilyn A. Adamsky  
Notary Public

[SEAL]

My Commission expires:



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 29 day of September 2000, before me personally appears Michael J. Woodring to me personally known, who by me duly sworn, says that he is the Vice President of PNC LEASING, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer A. Pitore  
Notary Public

[SEAL]

My Commission expires:

